

B210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555 (JMP)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of an undivided interest in the claim referenced in this evidence and notice.

Bank Hapoalim B.M. Israel
Name of Transferee

Bank Hapoalim B.M.
Name of Transferor

Name and Address where notices to transferee should be sent:

BANK HAPOALIM B.M. ISRAEL
50 ROTHSCHILD BOULEVARD
TEL AVIV, ISRAEL
Phone: 972-3-5673013

Court Claim # 55854

Total Amount of Claim Filed: 9,107,993,120.00

Amount of Claim Transferred: 16,880,170.00

ISIN/CUSIP: Refer to attached Schedule I

Blocking Number: Refer to attached Schedule I

Date Claim Filed: 10/29/2009

Phone: 305 466 7628

Last Four Digits of Acct. #: N/A

Name and address where transferee payments should be sent (if different from above):

BANK OF NEW YORK MELLON
ABA 021000018
ACCOUNT: 8033177756
F/O BANK HAPOALIM TEL AVIV ISRAEL
BIC: IRVTUS3N



I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BANK HAPOALIM B.M.

Foreign Securities Operations
Head Office

By: Yehuda Halevi Street 62

Transferor's Agent
ISRAEL

Date: 25/10/2017

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 & 3571.

ANAT SHVARTZ
ענת שוורץ

Amit Finkelshtein
עמית פינקלשטיין

[Hapoalim as Seller]

AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Bank Hapoalim B.M.** ("Transferor"), acting on behalf of one or more of its customers (the "Customer"), hereby unconditionally and irrevocably transfers and assigns to **Bank Hapoalim B.M. Israel** (the "Transferee") as of the date hereof, (a) an undivided interest, to the extent of the principal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55854 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller or its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's or Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller, Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller's Customer is the beneficial owner of the Purchased Securities relating to the Purchased Claim and specified in Schedule 1 attached hereto; (d) Seller or its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (e) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of PARTIAL Transfer of Claim; (f) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (g) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) in the form attached as Exhibit A hereto, including this Agreement and Evidence of PARTIAL Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

[Hapoalim as Seller]

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of PARTIAL Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method, or via another settlement method agreeable to both Purchaser and Seller), as Purchaser may designate in writing to Seller. This Agreement and Evidence of PARTIAL Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Partial Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.


7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM is executed this 06 day June, 2017.

Transferor:

BANK HAPAOALIM B.M. Miami

By: 
Name: Oscar Rodriguez
Title: Investment Ops Manager

By: 
Name: Miguel Crozco
Title: FIRST VP Banking SR. Operations Manager

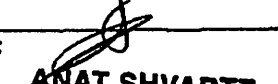
Address:

18851 NE 29th Ave, Suite 800
Aventura, FL 33180
USA

Transferee:

~~Bank~~ BANK HAPAOALIM B.M. Israel ~~SA~~

By: 
Name: Amit Finkelshteln
Title: עמית פינקלשטיין vice president

By: 
Name: ANAT SHVARTZ First vice president
Title: ענת שוורץ

Address: ענת שוורץ
Yehuda Halevi street 62
TEL-AVIV 65627
ISRAEL

Schedule 1

Transferred Claims

Purchased Claim

\$16,830,170.00 of \$107,993,120.00 (the outstanding amount of the Proof of Claim as of October 29th, 2009).

Lehman Programs Securities to which Transfer Relates

| Description of Security | ISIN/CUSIP | Issuer | Guarantor | Principal/Notional Amount | Coupon | Maturity | Euroclear Blocking Number | Settlement Date |
|--------------------------------------|--------------|---------------------------------------|---------------------------------------|---------------------------|--------|----------|---------------------------|-----------------|
| 3P0501 LEHM 6MUS LIBOR 1/6/20 | XS0206245234 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 3,090,000.00 | N/A | 01/06/20 | 6047285 | N/A |
| 3P0508 LEHM 6MUS LIBOR 1/13/20 | XS0207502781 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 600,000.00 | N/A | 01/13/20 | 6047290, 6049648 | N/A |
| 3P0522T LEHM 6MUS LIBOR 2/3/20 | XS0211092316 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 100,000.00 | N/A | 02/03/20 | 6047301, 6052925 | N/A |
| 3P0547 LEHM 6MUS LIBOR 4/19/20 | XS0216140094 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 100,000.00 | N/A | 04/19/20 | 6049650 | N/A |
| LEHMAN BROTHERS TSRY CO B.V. | XS0229584296 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 56,804.00 | N/A | N/A | 6047310 | N/A |
| 3P0667P LEH PRINC BSK 11/24/12 | XS0276510111 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 100,000.00 | N/A | 11/24/12 | 6049652 | N/A |

[Hapoalim as Seller]

| Description of Security | ISIN/CUSIP | Issuer | Guarantor | Principal/Notional Amount | Coupon | Maturity | Euroclear Blocking Number | Settlement Date |
|---------------------------------------|--------------|---------------------------------------|---------------------------------------|---------------------------|--------|----------|------------------------------|-----------------|
| 3P07106 LEHM CMDTY 09/04/09 | XS0314889154 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 770,000.00 | N/A | 09/04/09 | 6047341, 6043273 | N/A |
| 3P07115 LEHM INDEX BKT 10/04/10 | XS0319211982 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 250,000.00 | N/A | 10/04/10 | 6049655, 6047343 | N/A |
| 3P07116 LEHM CMDTY 10/05/09 | XS0319273404 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 280,000.00 | N/A | 10/05/09 | 6047346 | N/A |
| LEHMAN BROTHERS TSRY CO B.V. | XS0325958980 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 238,831.00 | N/A | N/A | 6047347 | N/A |
| 3P07142 LEHM FRG INDEX 11/5/10 | XS0326215893 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 780,000.00 | N/A | 11/05/10 | 6047382, 6043274, 6049684 | N/A |
| LEHMAN BROTHERS TSRY CO B.V. | XS0327214358 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 28,098.00 | N/A | N/A | 6047385 | N/A |
| LEHMAN BROTHERS TSRY CO B.V. | XS0328225411 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 40,000.00 | N/A | N/A | 6047387 | N/A |
| 3P07171 LEHM SWSPRDRG 12/05/19 | XS0332025120 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 500,000.00 | N/A | 12/05/19 | 6047390, 6049739, 6052944 | N/A |
| 3P07179 LEHM INDEX BKT 01/10/12 | XS0334918322 | LEHMAN BROTHERS TSRY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 170,000.00 | N/A | 01/10/12 | 6049741 | N/A |

[Hapoalim as Seller]

| Description of Security | ISIN/CUSIP | Issuer | Guarantor | Principal/Notional Amount | Coupon | Maturity | Euroclear Blocking Number | Settlement Date |
|--------------------------------|--------------|------------------------------|------------------------------|---------------------------|--------|----------|--------------------------------------|-----------------|
| LEHMAN BROTHERS TSBY CO B.V. | XS0336373575 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 60,000.00 | N/A | N/A | 6047401 | N/A |
| 3P0808 LEHM SPX 02/15/2011 | XS0339184615 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 50,000.00 | N/A | 02/15/11 | 6047404 | N/A |
| 3P0817T LEHM SWSPDRG 02/15/23 | XS0340592681 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 780,000.00 | N/A | 02/15/23 | 6049773, claim# 555854.60 & 55854.44 | N/A |
| 3P0833 LEHM SFT CMTD 02/15/11 | XS0344095871 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 390,000.00 | N/A | 02/15/11 | 6047412 | N/A |
| LEHMAN BROTHERS TSBY CO B.V. | XS0346122343 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 100,000.00 | N/A | N/A | 6047415 | N/A |
| 3P0840 LEHM SOFT CMTD 03/18/11 | XS0346461634 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 1,140,000.00 | N/A | 03/18/11 | 6047417, 6049778 | N/A |
| 3P0844 LEHM SMPL STEP 3/18/15 | XS0346466781 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 2,700,000.00 | N/A | 03/18/15 | 6047419, 6049850, 6043275 | N/A |
| 3P0847 LEHM 4 BKT IDX 3/18/10 | XS0346859084 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 960,000 | N/A | 03/18/10 | 6047422, 6049851, 6043276 | N/A |

[Hapoalim as Seller]

| Description of Security | ISIN/CUSIP | Issuer | Guarantor | Principal/Notional Amount | Coupon | Maturity | Euroclear Blocking Number | Settlement Date |
|--------------------------------|--------------|------------------------------|------------------------------|---------------------------|--------|----------|---------------------------|-----------------|
| LEHMAN BROTHERS TSBY CO B.V. | XS0350590161 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 480,000.00 | N/A | N/A | 6047429 | N/A |
| 3P0873 LEHM SWSPDRG 3/18/20 | XS0351984827 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 750,000.00 | N/A | 03/18/20 | 6049897, 6047432 | N/A |
| LEHMAN BROTHERS TSBY CO B.V. | XS0362747353 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 320,000.00 | N/A | N/A | 6047436 | N/A |
| 3P08144TX LEHSMPL STEP 5/21/13 | XS0364167006 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 150,000.00 | N/A | 05/21/13 | 6069692 | N/A |
| 3P08169T LEHM SWSPDRG 6/5/23 | XS0366383387 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 600,000.00 | N/A | 06/05/23 | 6049902 | N/A |
| LEHMAN BROTHERS TSBY CO B.V. | XS0373609378 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 983,422.00 | N/A | N/A | 6035101 | N/A |
| LEHMAN BROTHERS TSBY CO B.V. | XS0218304458 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 71,005.00 | N/A | N/A | 6047448 | N/A |
| LEHMAN BROTHERS TSBY CO B.V. | XS0218304458 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 142,010.00 | N/A | N/A | CA67980, Claim# 59233.05 | N/A |
| LEHMAN BROTHERS TSBY CO B.V. | XS0350454905 | LEHMAN BROTHERS TSBY CO B.V. | LEHMAN BROTHERS HOLDINGS INC | 50,000.00 | N/A | N/A | 6047428 | N/A |